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*Attorneys for Defendant/Counter Claimant  
 COPAIN WINE CELLARS, LLC*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

BRUNI GLASS PACKAGING, INC., a  
 Florida corporation,

Plaintiff,

v.

COPAIN WINE CELLARS, LLC, a California  
 limited liability company, and DOES 1 - 100,  
 inclusive,

Defendant(s).

AND RELATED COUNTERCLAIM

Case No. CV 09-2398

**STIPULATION RE: DISMISSAL [FRCP  
 41(a);**

**~~PROPOSED~~ ORDER**

Plaintiff and Counter-defendant BRUNI GLASS PACKAGING, INC., a Florida  
 corporation ("Plaintiff" or "Bruni"), and Counter-defendant BRUNI GLASS, S.p.A. ("Bruni  
 Italy"), on the one hand, and Counterclaimant and Defendant COPAIN WINE CELLARS, LLC, a

1 California limited liability company (“Copain”), on the other hand, hereby stipulate as follows:

2 WHEREAS, Bruni filed the complaint in this action on May 29, 2009; and

3 WHEREAS, Copain filed an answer to the complaint on July 6, 2009; and

4 WHEREAS, Copain filed a counterclaim on July 6, 2009; and

5 WHEREAS Bruni answered the counterclaim on October 6, 2009; and

6 WHEREAS, on March 12, 2010, the parties engaged in mediation and, without any  
7 admission of liability on the part of any party, reached a settlement of the entire action, including  
8 the claims of both the complaint and the counterclaim; and

9 WHEREAS, the parties have agreed to dismiss all claims being made in this action with  
10 prejudice; and

11 WHEREAS, the parties have, except as otherwise provided in their settlement agreement,  
12 agreed mutually to waive any attorney’s fees and costs incurred to date in defense and/or  
13 prosecution of the above matter;

14 NOW THEREFORE, the Parties agree as follows:

15 1.0 The foregoing recitals are hereby incorporated by this reference.

16 2.0 This Stipulation is entered into pursuant to Rule 408 of the Federal Rules of  
Evidence and shall not be admissible for any purpose.

17 3.0 In consideration of this Stipulation, except as otherwise provided in their  
18 settlement agreement, the parties agree to a full and complete mutual waiver of any claim for any  
19 attorney’s fees or costs incurred to date in prosecution and defense of this action as against each  
20 other.

21 4.0 Plaintiff shall file this Stipulation with the Court for an order thereon, dismissing  
22 this action with prejudice, each Party to bear its own costs and expenses.

23 CARLE, MACKIE, POWER & ROSS LLP

24 Dated: March 15, 2010

By: /s/  
Philip J. Terry  
*Attorneys for Defendant/Counter Claimant*  
*COPAIN WINE CELLARS, LLC*

26 IDELL & SEITEL LLP

27 Dated: March 15, 2010

By: /s/  
Richard J. Idell  
*Attorneys for Plaintiff/Counter Defendant*

BRUNI GLASS PACKAGING INC., and for  
Counter Defendant BRUNI GLASS S.p.A.

LAW OFFICES OF THOMAS O'HAGAN

Dated: March 15, 2010

By: /s/  
Kevin Norris  
Attorneys for Counter-Defendant BRUNI  
GLASS PACKAGING INC.

**PROPOSED ORDER**

PURSUANT TO THE FOREGOING STIPULATION, IT IS HEREBY ORDERED that  
the complaint and counterclaim on file in this action are hereby DISMISSED WITH PREJUDICE.  
The action in its entirety is dismissed with prejudice, each party to bear its own costs and expenses  
incurred to date in defense and/or prosecution of the above matter, except as otherwise provided in  
their settlement agreement.

IT IS SO ORDERED.

Dated: 6/9/2010



Honorable Claudia Wilken  
Judge of the United States District Court

**PROOF OF SERVICE**

I am employed in the City and County of San Francisco, State of California in the office of a member of the bar of this court at whose direction the following service was made. I am over the age of eighteen years and not a party to the within action. My business address is Idell & Seitel, LLP 465 California Street, Suite 300, San Francisco, California 94104.

On June 4, 2010, I served the following document(s):

**STIPULATION RE: DISMISSAL [FRCP 41(a)]; [PROPOSED ORDER]**

- ☒ by regular **UNITED STATES MAIL** by placing a true and correct copy in a sealed envelope addressed as shown below. I am readily familiar with the practice of Idell & Seitel LLP for collection and processing of correspondence for mailing. According to that practice, items are deposited with the United States Postal Service at San Francisco, California on that same day with postage thereon fully prepaid. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation date or the postage meter date is more than one day after the date of deposit for mailing stated in this affidavit.
- ☒ by **E-MAIL TRANSMISSION**, by electronically transmitting a true and correct copy of the document(s) in Adobe Acrobat format to the electronic mail addresses indicated below:
- ☐ by **FEDERAL EXPRESS**, by placing a true and correct copy in a sealed envelope addressed as shown below. I am readily familiar with the practice of Idell & Seitel LLP for correspondence for delivery by FedEx Corporation. According to that practice, items are retrieved daily by a FedEx Corporation employee for overnight delivery.
- ☐ by **FACSIMILE TRANSMISSION**, by placing a true and correct copy of the document(s) to be transmitted by facsimile machine to the number indicated after the address(s) noted below. The transmission was reported as complete and without error.
- ☐ by **PERSONAL DELIVERY**, by personally delivering a true and correct copy to the address noted below:

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1 I certify and declare under penalty of perjury under the laws of the State of California that  
2 the foregoing is true and correct and I executed this declaration at San Francisco, California.  
3

4   
Amy Reyes